



# Embryotransfercentrum Hans Smet vof

## AGREEMENT FOR EMBRYO TRANSFER

### TRANSPORTED EMBRYOS BREEDING SEASON 2023

Between:

Embryotransfercentrum Hans Smet vof, Mariakerksesteenweg 177, 9031 Drongen (etc.hans.smet@gmail.com)

Hereafter designated as : **ETC Hans Smet**

and

Should be invoiced to private person / Invoiced to Enterprise with VAT number (cross out what is not applicable – <b>modifications cannot be made after invoice is issued</b> )	
Mr/Ms:	
Enterprise:	
VAT No:	
ID BCP: (www.horseid.be)	
Address:	
Email:	
Fax:	
Tel:	
Portable:	

Hereafter designated as : **THE CLIENT**

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Embryotransfercentrum Hans Smet vof, Mariakerksesteenweg 177, 9031 Drongen, +32 495 244 671  
HR Gent, BTW BE0738.615.606

Background :

ETC Hans Smet makes recipient mares for embryo transfer available to his clients. The present agreement only concerns the embryo transfer procedures and the lease of recipient mares and applies only to the embryos collected from donor mares owned or leased by or otherwise made available to the CLIENT, during breeding season 2023 .

The embryos will be prepared for transport and will be delivered to ETC Hans Smet at **Magerstraat 151, 9070 Heusden**, Belgium. Embryos, with the mandatory health certificates and identification documents, must arrive at ETC Hans Smet within 24h after the start of the embryo collection procedure. Embryos are collected at an ET center chosen by the CLIENT. The CLIENT establishes a separate agreement with the embryo collection center with regard to insemination, embryo collection and transport of the embryo.

It is agreed between ETC Hans Smet and the CLIENT :

A. THE CLIENT:

The CLIENT will obtain all necessary documents and authorizations for embryo transfer, breeding certificates and other documents for the registration of the foal in the appropriate studbook. The CLIENT is familiar with the techniques for embryo transfer utilized by ETC Hans Smet and accepts the inherent risks of these techniques. The techniques contain risks to the health and well-being of the horse and embryo which can result in permanent lesions or death of horse and/or embryo. By entrusting ETC Hans Smet with these tasks the CLIENT implies that he accepts these risks.

The professional liability insurance of ETC Hans Smet, may cover the liability of ETC Hans Smet and its representatives when damage results from errors. However, the liability for damage resulting from errors is always and without exception limited to a maximal amount of 60.000 € (sixty thousand euros) per horse, all included and nothing excluded.

By signing the present agreement, the CLIENT explicitly renounces to all claims for all damage that exceed the maximal amount of 60.000 € (sixty thousand euros) per horse as well as for all damage that is not part of the professional liability insurance of ETC Hans Smet, regardless of the kind of damage or the circumstances causing the damage.

The CLIENT assumes all expenses for transport of the embryo to ETC Hans Smet as well as transport costs for the return of the empty embryo container.

The CLIENT accepts to pay the expenses related to the embryo collection and transfer and to lease the pregnant recipient mare if the recipient mare reaches 45 days pregnancy (=age of the embryo). The CLIENT will pay all related invoices before the departure of the recipient mare or before the due date of the invoice, whichever comes first. Starting on the 45th day of pregnancy (age of the embryo), the CLIENT assumes all risks (including the health of the recipient mare and the unborn foal), as well as all expenses for the upkeep and medical care of the mare. **Boarding costs (10 €/day excl. 21% VAT) will be billed from the 45th day of pregnancy until departure of the mare from ETC Hans Smet.** All invoices must be paid before departure of the pregnant recipient mare. The recipient mare may not leave ETC Hans Smet without proof of payment and a signed copy of the present agreement.

The CLIENT shall bear all costs for transporting the recipient mare to the CLIENT or the place where the recipient mare will reside during pregnancy.

B. ETC Hans Smet:

ETC Hans Smet will complete all necessary administrative and regulatory steps for the correct execution of the embryo transfers that are confided to ETC Hans Smet. ETC Hans Smet is committed to use the state-of-the-art methods in order to obtain the best possible results. ETC Hans Smet preserves the right to choose the most appropriate techniques for embryo collection and transfer. ETC Hans Smet has an obligation of means but no obligation of results.

C. THE RECIPIENT MARE:

Both parties explicitly agree that:

- Starting on the 45th day of pregnancy (= age of the embryo), the CLIENT assumes the entire responsibility for the recipient mare and unborn foal.
- ETC Hans Smet will not be held liable for the health of the recipient mare and foal after the 45th day of pregnancy. All the medical care after the 45th day of pregnancy is at the expense of the CLIENT.
- Medical treatments that preclude the recipient mare from human consumption may NOT be administered to the mare. If a mare is returned to ETC Hans Smet without its ORIGINAL passport and medical record or if entries have been made in the passport that precludes the mare from human consumption, the client will compensate ETC Hans Smet for the loss of value of the mare to the amount of 1.250 € per mare.
- Whatever the cause may be, ETC Hans Smet will not be held accountable for pregnancy loss after the 45th day of pregnancy, death of the mare or foal or any other event resulting in a decrease of the value of the foal.
- ETC Hans Smet will not be held responsible for the consequences of a twin pregnancy that originates from the in-utero splitting of a single embryo (identical twins or monozygotic twins). This phenomenon has been reported in the literature as being extremely rare and sometimes occurring later in pregnancy. Therefore it may be difficult to detect this type of abnormality with conventional ultrasound techniques. ETC Hans Smet will take every reasonable step to detect the occurrence using conventional ultrasonography but declines responsibility if such twin pregnancy remains undetected.
- It is the CLIENT who decides whether or not to subscribe to an insurance policy against the risks described above. The CLIENT may subscribe to an insurance policy of his own choice or may mandate ETC Hans Smet to purchase insurance on his behalf (ask for price and conditions);
- The recipient mare remains the property of ETC Hans Smet and must be returned in good health and current on flu en tetanus vaccination by **March 1, 2025**.
- The health care and vaccination program will be continued by the breeder. In particular, the mare will be dewormed at regular intervals according to the risk of re-infection. The mare must be vaccinated against influenza and tetanus once a year and it is recommended that the mare is also vaccinated against rhinopneumonia during the 5<sup>th</sup>, 7<sup>th</sup> en 9<sup>th</sup> month of pregnancy.
- The CLIENT will notify ETC Hans Smet at least 2 days before the return of the recipient mare and communicate date and time of arrival as well as the name of the mare(s);  
Without preceding written agreement, any mare not returned by March 1, 2025 will be invoiced to the CLIENT at the rate of 3.000 € (excl. 21% VAT). When the breeder uses the recipient mare of ETC Hans Smet for embryotransplantation, without any prior written consent, it will be considered as theft.
- If the recipient mare dies under the care of the CLIENT following documents must be sent to ETC Hans Smet by registered letter within a week:
  - a certificate of death with cause of death drawn up by a recognized veterinarian
  - a photo of the deceased mare at the time of death
  - the original passport of the deceased mareUpon receipt of these documents, ETC Hans Smet will invoice this surrogate mare to the client at the rate of 1.200 € (excl. 21% VAT) per mare. If the requested documents are not sent within the week, ETC Hans Smet will invoice this mare as purchased at the rate of 3.000 € (excl. 21% VAT).

D. TARIFFS AND PAYEMENT CONDITIONS:

Reservation of a recipient mare, transfer of the embryo in a recipient mare owned by ETC Hans Smet and housing and care of the pregnant recipient mare until the 45th day of pregnancy (age of the embryo) are free and will not be invoiced to the CLIENT. From 45 days of pregnancy onwards, the full risk of mortality and/or embryo loss is the responsibility of the CLIENT.

Lease of the pregnant recipient mare: 3.200 € (excl 21% VAT) covers the lease of the pregnant recipient mare with a fresh embryo, 3.300€ covers the lease of the pregnant mare with a frozen embryo. If no thawing kit is provided with the frozen embryo, ETC Hans Smet will provide it. ETC Hans Smet will charge 50 € for each thawing kit used (even if the embryo transfer did not succeed).

Deposit for recipient mare: ETC Hans Smet does not require a deposit for the recipient mare if the address of the CLIENT is in Belgium and its neighboring countries. For all other countries, a deposit of 2.000 € will be required for each mare. This deposit will be invoiced as a purchase with full refund if the mare is returned before March 1 2025.

Completion of assignment by ETC Hans Smet: Pregnant recipient mares are examined for pregnancy by a veterinarian on or shortly after the 45th day of pregnancy and the positive diagnosis serves to confirm that ETC Hans Smet has completed his task: to transfer the embryo and provide a recipient mare that is 45 days pregnant. Loss of pregnancy after the 45th day of pregnancy regardless where the mare is stationed does not cancel the agreement between the CLIENT and ETC Hans Smet nor does it cancel the obligation to pay the outstanding invoices.

Late Payment: In case of partial or non-payment of invoices on the expiration date, ETC Hans Smet will automatically, in accordance with the law and without advance-notice charge 1% interest per month. In case of non-payment 8 days after a reminder has been sent by certified mailing, the invoice will be augmented by 15% with a minimum of 125 € and a maximum of 3.500 €. **Leaving the pregnant recipient mare in care of ETC Hans Smet past the 45th day of pregnancy does not grant the CLIENT the right to postpone payment.**

No payment or incomplete payment: If the costs for embryo transfer and/or extra stay of surrogate mother are not paid or are not paid in full, ETC Hans Smet will become the owner of the embryo as soon as the total arrears amount to 3 months. If the embryo is not the property of the client, the owner must explicitly sign below to agree to this contractual transfer of ownership. The transfer of ownership serves to compensate for the costs and the arrears. The transfer of ownership of the embryo shall be proportional to the disadvantage suffered by ETC Hans Smet as a result of the customer's non-payment and shall serve to save - in the interest of all parties - the costs and time associated with the legal collection of the arrears. In the event of non-payment of the invoices (invoices embryo transfer and/or extra stay of the surrogate mother), ETC Hans Smet can request the client to provide the DNA of the donor mare and stallion, so that the foal can be registered in the database when it is born.

E. CIVIL RESPONSIBILITY CLAUSE:

It is explicitly agreed upon that only the CLIENT is responsible for damage caused by the recipient mare to himself or third parties while under the care of the CLIENT, regardless of the circumstances that caused the damage to occur.

F. CHOICE OF LAW AND JURISDICTION:

Only Belgian law applies on the present agreement. All disputes are subject to the exclusive jurisdiction of either the Commercial Court of Ghent, or the Court of First Instance, Ghent, or the Peace Court of the District Ghent.

G. REMARKS:

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Done in ----- on -----



Read and agreed  
Embryotransfercentrum Hans Smet vof

Read and agreed  
the CLIENT